

CLERK OF DISTRICT COURT
NORTHERN DIST. OF TX
FILED

2020 SEP -1 PM 4:31

Shani Adia McCall

Plaintiff

CLERK OF DISTRICT COURT
NORTHERN DIST. OF TX
FILED

8

8-20CV2744-C

v.

Flagship Credit Acceptance

Defendant

Case Number

For violation of the laws of the Consumer Credit Protection
and Fair Debt Collection Practices Act shown in
the evidence provided the Plaintiff requires a demand
for default judgement and a court seal of the
Case

* Attach additional pages as needed.

Date 9/1/2020

Signature Shani Adia McCall

Print Name Shani Adia McCall

Address 13505 Inwood Rd #1313

City, State, Zip Dallas Tx 75244

Telephone 469-420-8871

Preliminary Forensic Audit Report

Performed by: K'in Way Xi

Nu Ways LLC - a Loan Fraud Investigations Association

Name of Requester: Shani McCall

Issue: Instrument:

Sources: Original Loan Documents, www.secmfo.com, www.faq.org Flagship Credit Acceptance Indenture instrument 64830GAB2 CUSIP

This report is made to show that the Entity (FLAGSHIP CREDIT ACCEPTANCE) requesting Payment is Not the Legally Current or Original Creditor or Holder in Due Course of the Contract that gave rise to any claim, has no Interest, No Tax responsibility, and thus cannot enforce the alleged debt. For this Entity To elect that they can enforce payment based on the rules in this State and the federal laws they must answer the Fair Debt Collection Practice Act Interrogatives and prove they are a holder in due course of an enforceable contract. .

AUDIT-INFORMATION CONCERNING CONTRACT --(See Exhibit A)

Original Creditor-Holder in Due Course SPV-Issuing Entity-Certificate Holders	NONE
Private Trustee Claimant	FLAGSHIP CREDIT ACCEPTANCE
Trustee	FLAGSHIP CREDIT CORPORATION
CUSIP instrument #	64830GAB2
CEO	Michael Ritter
Original Loan Number	62041442841661001
Altered Fraudulent Loan Number-Actual Security Obligation Number Investors of FLAGSHIP CREDIT ACCEPTANCE	44740381001
Initial Transaction Date	5/17/2019
EIN	273237099
Investment Contributions	Deductible
Grantor/Investor	Merrill Lynch Mortgage
Grantee	N/A
TILA Violations Occurred?	Yes

Auditors Claims of Financial Illegality & Fraud and Merits to Void Contract

1. All of the above mentioned entities have committed fraud in contract securities, material alteration of securities without authority, conversion, illegality, and violation of the fair debt collection practices act.
2. The parties who are making claims (FLAGSHIP CREDIT ACCEPTANCE) are not the holder in due course of any enforceable contract.
3. Pursuant to **Title 18 USC § 472 & 473 In Re w-4 Form w-8 Form 56** Entities have issued a series of fraudulent securities violating the following law,

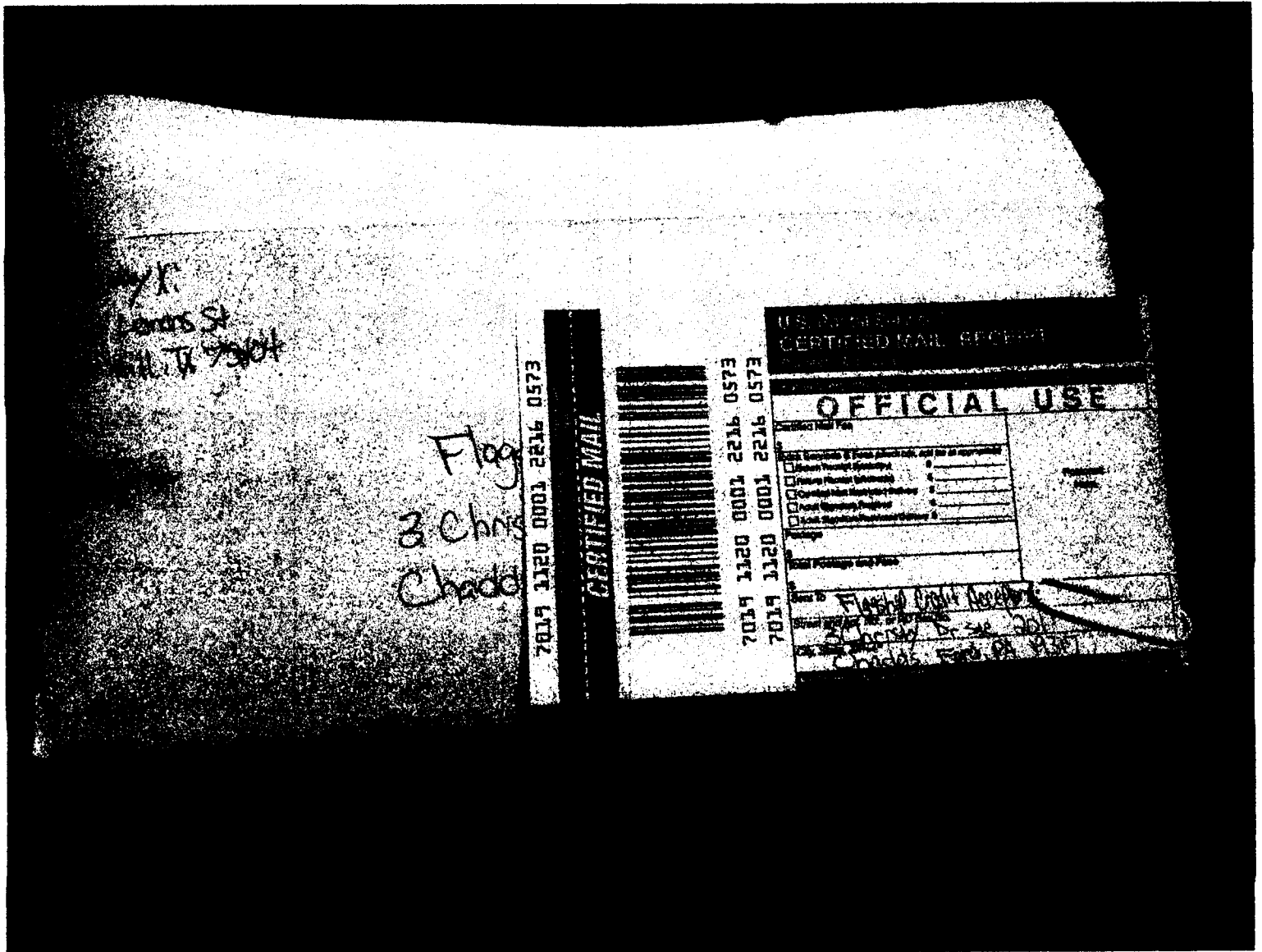
"Uttering counterfeit obligations or securities, "Whoever, with intent to defraud, passes, utters, publishes, or sells, or attempts to pass, utter, publish, or sell, or with like intent brings into the United States or keeps in possession or conceals any falsely made, forged, counterfeited, or altered obligation or other security of the United States, shall be fined under this title or imprisoned not more than 20 years, or both". Stated also in Title 18 USC § 473 Dealing in counterfeit obligations or securities, "Whoever buys, sells, exchanges, transfers, receives, or delivers any false, forged, counterfeited, or altered obligation or other security of the United States, with the intent that the same be passed, published, or used as true and genuine, shall be fined under this title or imprisoned not more than 20 years, or both."

4. If the entity (FLAGSHIP CREDIT ACCEPTANCE) cannot provide proof of standing and answer Fair Debt Collection Practice Interrogatives and standing as a holder in due course as expressed in State law (PACS Title 13 sec 3302), then it has no interest, no equity, no claim, and all instruments bearing such claims are fraudulent and void unless they are disclosed as an original instrument or contract from the holder in due course.
5. The account number (06053601001) is actually an account number for investors in FLAGSHIP CREDIT ACCEPTANCE and does not bear the name of (Shani McCall) and (Shani McCall) has no document of obligation to FLAGSHIP CREDIT ACCEPTANCE or the investors.
6. The Laws of the Consumer Credit Protection and Fair Debt Collection Practices Act are all applicable.
7. The law that substantiates this request is USC 15 section 1692G section (a) clause 2 a) Notice of debt; contents
Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—
 - (2) the name of the creditor to whom the debt is owed;
8. This Debt is Officially disputed according to federal and State law, stated at: USC 15 section 1692G section (b) Disputed Debts:
(b) Disputed debts
If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector
9. USC 15 Section 1692K Civil Liability -
 - a) Amount of damages
Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable to such person in an amount equal to the sum of—
 - (1) any actual damage sustained by such person as a result of such failure;
 10. The Debt Collector may NOT take any unfair and nonjudicial Action based on Federal law, which states, USC 15 section 1692 (f) A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.
Without limiting the general application of the foregoing, the following conduct is a violation of this section:
 - (6) Taking or threatening to take any nonjudicial action to effect dispossession or disablement of property if—
 - (A) there is no present right to possession of the property claimed as collateral through an enforceable security interest;
 - B) there is no present intention to take possession of the property; or
 - (C) the property is exempt by law from such dispossession or disablement.

I hereby certify that the foregoing information is True and Accurate to the Best of my Research as a Financial Auditor. I attest my signature under penalty of perjury reserving all rights in case of any mistakes or inaccuracies concerning the publically available information that is provided in regards to the above transaction.

(K'in Way Xi) electronic Signature
Auditor Authentication

Made Pursuant to USC 26 1746



Freedom of Information Request & Request for Affidavit Certifying Affirmation of Statutory Obligation made to

Name of Financial Institution: FLAGSHIP CREDIT ACCEPTANCE

Name of Trustees, Beneficial Owners etc: FLAGSHIP CREDIT CORP.

Name of CEO Director: Michael Ritter

NOTE: Please be aware that acts under color of authority are against the law and you can be sued in federal court pursuant to Public Volume 17 42nd Congress Stat 13-15 shown as code at USC title 42 section 1983 for Actions under Color of Authority or Fraudulent and or illegal transactions

The purpose of this Freedom of Information request is for the Director(s) of this Financial Institution and Actual Owner Institutions who are under oath and obligation to United States Laws and statute to provide a copy of the original contract (Authenticum) Pursuant to (Carpenter vs. Logan 83 U.S. 271) certifying that they are the actual holder of the original instrument of question and are willing to have it inspected for authenticity in regards to alleged account number # 630631**** Shani A Mccall under CUSIP Number 64830GAB2 and to provide an Affidavit Certifying their Affirmation that they followed all applicable Federal, State, and contract law in carrying out the alleged contract of note Account # 630631**** Shani A Mccall to satisfy the requester that this Financial entity is operating within the bounds of the law that the Financial entity is subject to and that they have a legitimate claim as an Creditor and Holder in Due Course.

Specifically the Law includes the National Bank Act also known as the National Currency Act The Consumer Credit Protection Act, The Fair Debt Collections Practices Act, The Fair Credit Reporting Act, the Truth in Lending Act and any and all laws applicable to Financial Institutions whether they be federal, state, or contractual (commercial) laws.

I am officially requesting the following:

- 1) You produce the original contract (for Inspection), front and back pages, with my original signature (no copies) in respect to the alleged contract and state for the record who the alleged original creditor was or Current holder of Original Contract is based on the preceding law
- 2) Provide an Affidavit Certifying that you did not breach any federal state contractual commercial or official oath or laws in carrying out the alleged contract and associated transactions
- 3) Certify that you did not unlawfully without my consent use my signature to materially alter, falsely endorse, stamp or convert any contract bearing my name or signature, into a security, in order to convert my contract into assets, or gain assets from a third party. You MUST Certify and prove that you are an actual LENDER and that you did not commit any action that would preclude that you used my identity in a fraudulent or illegal manner in Violation of Law and (FEDERAL TRADE COMMISSION (FTC) Policy, yourself or in collusion with a third party or additional parties.

You are bound by law to provide this information upon a request pursuant to FOIA USC 5 section 552 and the Fair Debt Collections Practices Act along with the aforementioned laws

Said Directors, Managers, Supervisors, and Employees in the name of Name of Financial Institution: FLAGSHIP CREDIT ACCEPTANCE allegedly executed a contract with the requester and it is affirmed by requester that they violated the law in their actions of alleging the requester owes them a debt.

[Receiver Name]

[Business Correspondence Address]

City, State Zip

Name of Agent Authorizing Transaction:

Title of Agent:

Date

Bureau/ Agency of the Department

If Needed: Reason based on Internal Policy and or Laws and Statutes for Rejection of Request _____

If you are willing to settle this manner with complete removal of this alleged debt please respond with the appropriate offer and I will hold all parties harmless after complete voiding of the alleged claim

Signature of Agent:

County: _____ State: _____

Sworn and Subscribed before me _____ this [day] _____ [month] _____
[year] _____

Notary Signature _____

Freedom of Information Request For SEC Registration Status & Securitization Inquiry

Name of Financial Institution: FLAGSHIP CREDIT ACCEPTANCE

Name of Trustees, Beneficial Owners etc: FLAGSHIP CREDIT CORP.

Name of CEO Director: Michael Ritter

NOTE: Please be aware that acts under color of authority are against the law and you can be sued in federal court pursuant to Public Volume 17 42nd Congress Stat 13-15 shown as code at USC title 42 section 1983 for Actions under Color of Authority or Fraudulent and or illegal transactions

The purpose of this Freedom of Information request is for the Director(s) of this Financial Institution and Actual Owner Institutions who are under oath and obligation to United States Laws and statute to provide information from their SEC files or from the files of their Parent Company in reference to alleged account number # 630631**** Shani A McCall

This demand is made to satisfy the requester that this Financial entity is operating within the bounds of the law that the Financial entity is subject to and that they have a legitimate claim and interest in respect to the contract-note-security-bond in accordance with all applicable law.

Specifically the Law includes the National Bank Act also known as the National Currency Act The Consumer Credit Protection Act, The Fair Debt Collections Practices Act, The Fair Credit Reporting Act, the Truth in Lending Act and any and all laws applicable to Financial Institutions whether they be federal, state, or contractual (commercial) laws.

I am officially requesting the following:

- 1) Please provide the name of any parent companies that this financial institution is operating in contract with in respect to the claim herein
- 2) Please provide the EIN number and CUSIP number of this company/corporation/financial institution
- 3) Please provide an affidavit stating that you have enforceable payment interest in the contract account #630631**** Shani A McCall based on SEC files including all prospectuses 10-K registrations 8-K registrations and all other SEC documents pertaining to the above mentioned claim
- 4) Please provide documents pertaining to any stock, securities, bonds etc associated with this specific account number.
- 5) Provide an Affidavit Certifying that you did not breach any federal state contractual commercial or official oath or laws in carrying out the alleged contract and associated transactions
- 6) Certify that you did not unlawfully without my consent use my signature to materially alter, falsely endorse, stamp or convert any contract bearing my name or signature, into a security, in order to convert my contract into assets, or gain assets from a third party. You MUST Certify and prove that you are an actual LENDER and that you did not commit any action that would preclude that you used my identity in a fraudulent or illegal manner in Violation of Law and (FEDERAL TRADE COMMISSION (FTC) Policy, yourself or in collusion with a third party or additional parties.

You are bound by law to provide this information upon a request pursuant to FOIA USC 5 section 552 and the Fair Debt Collections Practices Act along with the aforementioned laws

Said Directors, Managers, Supervisors, and Employees in the name of Name of Financial Institution: FLAGSHIP CREDIT ACCEPTANCE allegedly executed a contract with the requester and it is affirmed by requester that they violated the law in their actions of alleging the requester owes them a debt.

[Receiver Name]

[Business Correspondence Address]

City, State Zip

Name of Agent Authorizing Transaction:

Title of Agent:

Date

Bureau/ Agency of the Department

If Needed: Reason based on Internal Policy and or Laws and Statutes for Rejection of

Request

If you are willing to settle this manner with complete removal of this alleged debt please respond with the appropriate offer and I will hold all parties harmless after complete voiding of the alleged claim

Signature of Agent:

County _____ State _____

Sworn and Subscribed before me _____ this [day] _____ [month] _____
[year] _____

Notary Signature _____

**INTERROGATIVES Depositions for Disclosure & Discovery
ALLEGED DEBT COLLECTOR/CREDITOR DISCLOSURE STATEMENT
Re "Offer of Performance"**

***This statement and the answers contained herein may be used by the Issuer & Maker, if
necessary, in any court of competent jurisdiction***

Respondent's Interrogatives for Alleged Creditor

Notice: This Debt Collector/Creditor Disclosure Statement is not a substitute for, nor the equivalent of, the hereinabove-requested verification of the record, i.e. "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition" (Black's Law Dictionary, Sixth Edition, 1990), re the alleged debt, and must be completed in accordance with the *Fair Debt Collection Practices Act*, 15 USC § 1692g and the Freedom of Information Act 5 USCA § 552, applicable portions of *Truth in Lending (Regulation Z)*, 12 CFR 226 Contract Disclosure and UCC 1-207, and demands as cited above in Offer of Performance. Debt Collector/Creditor must make all required disclosures clearly and conspicuously in writing re the following:

1. NAME OF ALLEGED DEBT COLLECTOR/CREDITOR:
.....
2. Address of Debt Collector/Creditor:
.....
3. Correct Lawful Name of Living Being, alleged Debtor/Obligor: Shani A McCall Case # 630631****
4. Are you a required to register with the United States Department of Treasury as a financial institution?
5. Please provide the Documents that certify that you are a financial institution registered with the federal government through the United States Department of Treasury.....
6. Address of alleged Debtor/Obligor:
7. Alleged Account Number: #####.....
8. Alleged debt owed: \$ #####.....
9. Date alleged debt became payable:
10. What is the name and address of the alleged Original Creditor who actually provided funds to the alleged Debtor/Obligor, if different from alleged Debt Collector/Creditor?
.....
11. If Debt Collector/Creditor is different from alleged Original Creditor, does Debt Collector/Creditor have a bona fide affidavit of assignment the signature of the alleged Debtor/Obligor as an assignment for entering into alleged original contract between alleged Original Creditor and alleged Debtor/Obligor?
YES NO
12. Did Debt Collector/Creditor purchase this alleged account from the alleged Original Creditor? YES NO N/A (Not Applicable)
13. Are you the holder of the Original note/contract?
14. Are you the holder in due course of the Original Note and or Contract and if so please provide front and back copies of the original contract and or note
15. If applicable, give the date of purchase of this alleged account from alleged Original Creditor, purchase amount, and a copy of the original transaction:

Date:	Amount: \$.....
--------------------	---------------------------

16. Did Debt Collector/Creditor purchase this alleged account from a previous debt Collector/Creditor? YES NO N/A
17. If applicable, date of purchase of this alleged account from previous debt Collector/Creditor, purchase amount, and a copy of the original transaction:

Date:	Amount:
\$.....	

18. Regarding this alleged account, Debt Collector/Creditor is currently the:

(a) Owner; (b) Assignee; (c) Other-explain:

.....

15. What are the terms of the transfer of rights in re this alleged account?

.....

16. If applicable, transfer of rights re this alleged account was executed by the following method:

(a) Assignment; (b) Negotiation; (c) Novation; (d) Other - explain:

.....

17. If the transfer of rights re this alleged account was by assignment, was there consideration? YES NO N/A

18. What is the nature and cause of the consideration cited in #17 above?

.....

.....

19. If the transfer of rights re this alleged account was by negotiation, was the alleged account taken for value?

YES NO N/A

20. What is the nature and cause of any value cited in #19 above?

.....

21. If the transfer of rights re this alleged account was by novation, was consent given by alleged Debtor/Obligor? YES
NO N/A

22. What is the nature and cause of any consent cited in #21 above?

23. Has the alleged Debt Collector/Creditor provided alleged Debtor/Obligor with the requisite *verification* of the alleged debt as required by the *Fair Debt Collection Practices Act*? YES NO

24. Date said verification cited above in #23 was provided alleged Debtor/Obligor with official copy and certification that it was sent to alleged Debtor/Obligor:

25. Was said verification cited above in #23 in the form of a sworn or affirmed oath, affidavit, or deposition?
YES NO

26. Verification cited above in #23 was provided alleged Debtor/Obligor in the form of: OATH AFFIDAVIT DEPOSITON

27. Does Debt Collector/Creditor have knowledge of any claim(s)/Defense(s) re this alleged account? YES NO

28. What is the nature and cause of any claim(s)/defense(s) re this alleged account?

29. Does Debt Collector/Creditor receive Letter of Credit Financing from a major financial institution to run its operational budget?

30. Please Provide the 1096 and 1098 Tax Returns for this account.

31. Please Provide the 1099 OID and the 1099 INT forms for this account.

32. Are you [Alleged Creditor] the payor or the recipient on the 1099 OID forms?

33. Does this account operate as a pooling and servicer agreement?

34. Are you [Alleged Creditor] in this contract serving in the status of a pooler or servicer for the Original Lender?

35. Have you [Alleged Creditor] ever received any benefit from a third party financial institution due to the alleged contract with the alleged obligor?

36. Have you [Alleged Creditor] ever received stocks, bonds, securities or any other commercial items from any third party institutions in respect to the alleged contract with the obligor?

37. Are there any stocks, bonds, or securities attached to the contract between you [Alleged Creditor] and the alleged obligor?

38. If the answer to the former question is yes could you please provide the CUSIP number for the said financial instrument?

39. Is this account connected to any Trust agreements?

40. Please provide the trust account number and the name of the trust and the name of the indentured trustee, who is handling and paying the interest on the certified securities on the Depository Trust Corporation relative to this account.

41. Is this account in any way connected to any financial and or securities fraud?

42. Please provide certified copies of the N-8A registration filed pursuant to section 8A of the Investment Company Act of 1940, the 10 K annual report, the S-3 registration statement and the S-4 prospective filed pursuant to Rule 425 (b) 5 with the Securities and Exchange Commission under section 13 & 15 (d) of the Securities and Exchange Act of 1934 in reference to this account and any certificated or uncertificated stocks, bonds, securities, or other financial instruments associated with this account.

43. Was alleged Debtor/Obligor provided with a loan by Debt Collector/Creditor? YES NO

44. If the alleged Debtor/Obligor was provided with a loan does the Debt Collector/Creditor have proof that assets were provided from the financial institution to the alleged obligor. Please provide certified copies, front and back of all documentary proof.

45. Was alleged Debtor/Obligor sold any products/services by Debt Collector/Creditor? YES NO

46. What is the nature and cause of any products/services cited above in # 29?
.....
.....

47. Does there exist a verifiable, bona fide, original commercial instrument [note or contract] between alleged Debt Collector/Creditor and alleged Debtor/Obligor containing alleged Debtor/Obligor's bona fide signature? YES NO

48. What is the nature and cause of any verifiable commercial instrument cited above in # 31?
.....
.....

49. Does there exist verifiable evidence of an exchange of a benefit or detriment between Debt Collector/Creditor and alleged Debtor/Obligor?

YES NO

50. What is the nature and cause of this evidence of an exchange of a benefit or detriment as cited above in # 33?
.....
.....

51. Have any charge-offs been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

52. Have any insurance claims been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

53. Have any tax write-offs been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

54. Have any tax deductions been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

55. Have any valid judgments been obtained by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

56. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract and was full disclosure of the nature of the contract provided to the alleged obligor?
YES NO

57. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed Legal professional before executing the alleged contract? YES NO

58. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit instrument? YES NO

Debt Collector/Creditor's failure, both intentional and otherwise, in completing/answering points "1" through "58" above and returning this Debt Collector/Creditor Disclosure Statement, as well as providing Maker with the requisite *verification* validating the hereinabove-referenced alleged debt, constitutes Debt Collector/Creditor's tacit agreement that Debt Collector/Creditor has no verifiable, lawful, bona fide claim re the hereinabove-referenced alleged account, and that Debt Collector/Creditor tacitly agrees that Debt Collector/Creditor waives all claims against Maker and indemnifies and holds Maker harmless against any and all costs and fees heretofore and hereafter incurred and related re any and all collection attempts involving the hereinabove—referenced alleged account.

Declaration: The Undersigned hereby declares under penalty of perjury of the laws of this State that the statements made in this Debt Collector/Creditor Disclosure Statement are true and correct in accordance with the Undersigned's best firsthand knowledge and belief.

Date: 4/21/2020 Printed name of Signatory: Shani A McCall

Shani A McCall

Official Title of Signatory

Authorized Signature for Debt Collector/Creditor

Debt Collector/Creditor must timely complete and return this Debt Collector/Creditor Disclosure Statement, along with all required documents referenced in said Debt Collector/Creditor Disclosure Statement. Debt Collector/Creditor's claim will not be considered if any portion of this Debt Collector/Creditor Disclosure Statement is not completed and timely returned with all required documents, which specifically includes the requisite *verification*, made in accordance with law and codified in the *Fair Debt Collection Practices Act* at 15 USC § 1692, *Freedom of Information Act* 5 USCA § 552 et seq., and which states in relevant part: "A debt Collector/Creditor may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," and "the threat to take any action that cannot legally be taken," all of which are violations of law.

If Debt Collector/Creditor does not respond as required by law, Debt Collector/Creditor's claim will not be considered and Debt Collector/Creditor may be liable for damages for any continued collection efforts, as well as any other injury sustained by Maker of this Document. Please allow thirty (30) days for processing after Respondents receipts of Debt Collector/Creditor's response.



Affirmation of Cancellation of Contract By Grantor/Trustor/ Primary Issuer &

Administrative Default Judgment

Made to Notary for Failure to Produce Freedom of Information Request & Request for

Affidavit Certifying Affirmation of Statutory Obligation made to

Name of Financial Institution/ State Corporate Entity-Department-Subdivision:

The purpose of this Affidavit is to certify that a request for a Freedom of Information request was made to the above named Corporate Entity on the date of June 19, 2020 and the Corporate Entity and Fiduciary failed to produce the Freedom of Information request and failed to produce an Affidavit Certifying that they affirm their activities in regards to account # 630631**** Shani A Mccall were within the bounds of their Federal, State, contractual, and commercial statutory obligations and oaths of record that they are bound to

In failing to provide such certification the Fiduciary FLAGSHIP CREDIT ACCEPTANCE and all agents have shown bad faith and default in their lawful duty of record to legally verify the alleged Claim as required by law and as stated specifically in their oaths of office which obligate them to follow the laws mentioned within those oaths and applicable Laws.

I Shani A Mccall the affiant in this affidavit am officially executing administrative default to be reflected for the record along with color of authority actions based on the following:

- 1) Alleged Claimant failed to produce my original signature in respect to the alleged claim/contract and failed to state for the record who the alleged original claimant was based on the preceding law
- 2) Alleged claimant failed to provide an Affidavit Certifying that as fiduciary(s) for the institution they did not breach any federal state contractual commercial or official oath in carrying out the alleged contract/claim
- 3) Alleged Claimant failed to certify that they did not unlawfully without my consent use my signature to provide to or gain assets from a third party(s) then unlawfully made a claim against me and they failed to substantiate for the record that they did not commit any action that would preclude that they used my identity in a fraudulent or illegal manner or converted my true identity into a fictitious identity in collusion with a third party or additional parties.

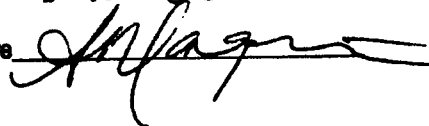
Alleged Claimant was and is bound by law to provide this information upon a request pursuant to FOIA USC 5 section 552 and Failed to.

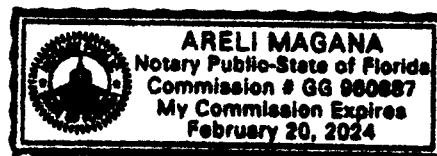
I Shani A Mccall the affiant of record testify before this witness who is an officer of the state and a notary public who has the lawful power to take affirmations and attestations of fact from affiants that the above Corporate Entity and its fiduciary agents have participated in fraud along with illegal transactions in respect to their claims, have violated their oaths of Office and thus violated federal law and subsequent state law and commercial statutes that apply.

County Lee State Florida

Sworn and Subscribed before me Shani A Mccall this [day] 22nd [month] July
[year] 2020

Notary Signature





ALERT: DUE TO LIMITED TRANSPORTATION ...



USPS Tracking[®]

FAQs >

Track Another Package +

Tracking Number:

70131710000184998032

Remove X

Your item has been delivered and is available at a
PO Box at 11:39 am on July 27, 2020 in CHADDS
FORD, PA 19317.

 **Delivered**

July 27, 2020 at 11:39 am
Delivered, PO Box
CHADDS FORD, PA 19317

Get Updates ✓



FEDERAL TRADE COMMISSION

Identity Theft Report

 FTC Report Number:
120840885

I am a victim of Identity theft. This is my official statement about the crime.

Contact Information

First Name:	Middle Name:	Last Name:
Shani	Adia	Mccall
Address:	Phone:	Email:
3232 Briery Road Keysville, Virginia 23947 USA	434-736-8390	IndigenousIncome@criptext.co m

Personal Statement

I have had the legal documentation and investigations of determining these are fraud and illegal with copies of all documentation being submitted for court record.

Accounts Affected by the Crime

Fraudulent Auto Loan or Lease	
Company or Organization:	FLAGSHIP CREDIT ACCEPTANCE
Date fraud began:	Date that I discovered it:
5 / 2017	6 / 2019

Fraudulent Information on Credit Reports

Accounts or Charges	Yes, fraudulent accounts or charges appear on my credit report
----------------------------	--

FD/NEW AMERICAN FUNDING, USAA SAVING BANK,
FINGERHUT/WEBBANK

Under penalty of perjury, I declare this information is true and correct to the best of my knowledge.

I understand that knowingly making any false statements to the government may violate federal, state, or local criminal statutes, and may result in a fine, imprisonment, or both.

K'in W Xi

K'in W Xi

07/23/2020

Date

Use this form to prove to businesses and credit bureaus that you have submitted an FTC Identity Theft Report to law enforcement. Some businesses might request that you also file a report with your local police.

Performed by: K'in Way Xi

Nu Ways LLC - a Loan Fraud Investigations Association

Name of Requester: Shani McCall

Issue: Instrument:

Sources: Original Loan Documents, www.secinfo.com, www.faq.org Flagship Credit Acceptance Indenture instrument 64830GAB2 CUSIP

This report is made to show that the Entity (FLAGSHIP CREDIT ACCEPTANCE) requesting Payment is Not the Legally Current or Original Creditor or Holder in Due Course of the Contract that gave rise to any claim, has no Interest, No Tax responsibility, and thus cannot enforce the alleged debt. For this Entity To elect that they can enforce payment based on the rules in this State and the federal laws they must answer the Fair Debt Collection Practice Act Interrogatives and prove they are a holder in due course of an enforceable contract. .

AUDIT-INFORMATION CONCERNING CONTRACT -(See Exhibit A)

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Trustee	FLAGSHIP CREDIT CORPORATION
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Initial Transaction Date	5/17/2019
EIN	273237099
Investment Contributions	Deductible
Grantor/Investor	Merrill Lynch Mortgage
Grantee	N/A
TILA Violations Occurred?	Yes

Auditors Claims of Financial Illegality & Fraud and Merits to Void Contract

1. All of the above mentioned entities have committed fraud in contract securities, material alteration of securities without authority, conversion, illegality, and violation of the fair debt collection practices act.
2. The parties who are making claims (FLAGSHIP CREDIT ACCEPTANCE) are not the holder in due course of any enforceable contract.
3. Pursuant to **Title 18 USC § 472 & 473 in Re w-4 Form w-8 Form 56** Entities have issued a series of fraudulent securities violating the following law,

"Uttering counterfeit obligations or securities, *Whoever, with intent to defraud, passes, utters, publishes, or sells, or attempts to pass, utter, publish, or sell, or with like intent brings into the United States or keeps in possession or conceals any falsely made, forged, counterfeited, or altered obligation or other security of the United States, shall be fined under this title or imprisoned not more than 20 years, or both.* Stated also in Title 18 USC § 473 Dealing in counterfeit obligations or securities, *Whoever buys, sells, exchanges, transfers, receives, or delivers any false, forged, counterfeited, or altered obligation or other security of the United States, with the intent that the same be passed, published, or used as true and genuine, shall be fined under this title or imprisoned not more than 20 years, or both.*"

4. If the entity (FLAGSHIP CREDIT ACCEPTANCE) cannot provide proof of standing and answer Fair Debt Collection Practice Interrogatives and standing as a holder in due course as expressed in State law (PACS Title 13 sec 3302), then it has no interest, no equity, no claim, and all instruments bearing such claims are fraudulent and void unless they are disclosed as an original instrument or contract from the holder in due course.
5. The account number (06053601001) is actually an account number for investors in FLAGSHIP CREDIT ACCEPTANCE and does not bear the name of (Shani McCall) and (Shani McCall) has no document of obligation to FLAGSHIP CREDIT ACCEPTANCE or the investors.
6. The Laws of the Consumer Credit Protection and Fair Debt Collection Practices Act are all applicable.
7. The law that substantiates this request is USC 15 section 1692G section (a) clause 2 a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(2) the name of the creditor to whom the debt is owed;

8. This Debt is Officially disputed according to federal and State law, stated at: USC 15 section 1692G section (b) Disputed Debts:

(b) Disputed debts

If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector

9. USC 15 Section 1692K Civil Liability -

a) Amount of damages

Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable to such person in an amount equal to the sum of—

- (1) any actual damage sustained by such person as a result of such failure;

10. The Debt Collector may NOT take any unfair and nonjudicial Action based on Federal law, which states, USC 15 section 1692 (f) A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt.

Without limiting the general application of the foregoing, the following conduct is a violation of this section:

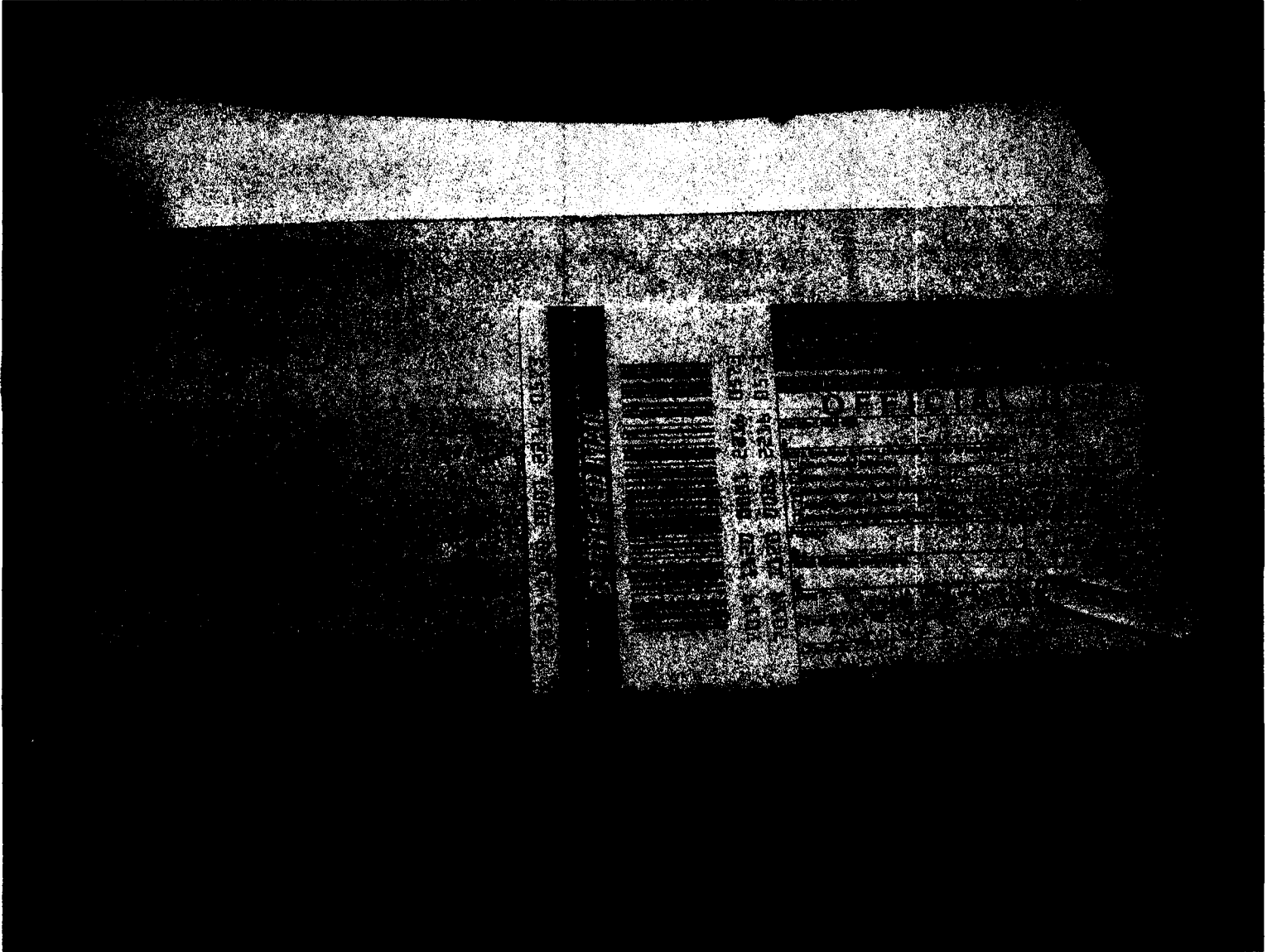
- (6) Taking or threatening to take any nonjudicial action to effect dispossession or disablement of property if—
 - (A) there is no present right to possession of the property claimed as collateral through an enforceable security interest;
 - B) there is no present intention to take possession of the property; or
 - (C) the property is exempt by law from such dispossession or disablement.

I hereby certify that the foregoing information is True and Accurate to the Best of my Research as a Financial Auditor. I attest my signature under penalty of perjury reserving all rights in case of any mistakes or inaccuracies concerning the publically available information that is provided in regards to the above transaction.

(K'in Way Xi) electronic Signature

Auditor Authentication

Made Pursuant to USC 26 1746



Freedom of Information Request & Request for Affidavit Certifying Affirmation of Statutory Obligation made to

Name of Financial Institution: FLAGSHIP CREDIT ACCEPTANCE

Name of Trustees, Beneficial Owners etc: FLAGSHIP CREDIT CORP.

Name of CEO Director: Michael Ritter

NOTE: Please be aware that acts under color of authority are against the law and you can be sued in federal court pursuant to Public Volume 17 42nd Congress Stat 13-15 shown as code at USC title 42 section 1983 for Actions under Color of Authority or Fraudulent and or illegal transactions

The purpose of this Freedom of Information request is for the Director(s) of this Financial Institution and Actual Owner Institutions who are under oath and obligation to United States Laws and statute to provide a copy of the original contract (Authenticum) Pursuant to (Carpenter vs. Logan 83 U.S. 271) certifying that they are the actual holder of the original instrument of question and are willing to have it inspected for authenticity in regards to alleged account number # 630631**** Shani A Mccall under CUSIP Number 64830GAB2 and to provide an Affidavit Certifying their Affirmation that they followed all applicable Federal, State, and contract law in carrying out the alleged contract of note Account # 630631**** Shani A Mccall to satisfy the requester that this Financial entity is operating within the bounds of the law that the Financial entity is subject to and that they have a legitimate claim as an Creditor and Holder in Due Course.

Specifically the Law includes the National Bank Act also known as the National Currency Act The Consumer Credit Protection Act, The Fair Debt Collections Practices Act, The Fair Credit Reporting Act, the Truth in Lending Act and any and all laws applicable to Financial Institutions whether they be federal, state, or contractual (commercial) laws.

I am officially requesting the following:

- 1) You produce the original contract (for Inspection), front and back pages, with my original signature (no copies) in respect to the alleged contract and state for the record who the alleged original creditor was or Current holder of Original Contract is based on the preceding law
- 2) Provide an Affidavit Certifying that you did not breach any federal state contractual commercial or official oath or laws in carrying out the alleged contract and associated transactions
- 3) Certify that you did not unlawfully without my consent use my signature to materially alter, falsely endorse, stamp or convert any contract bearing my name or signature, into a security, in order to convert my contract into assets, or gain assets from a third party. You MUST Certify and prove that you are an actual LENDER and that you did not commit any action that would preclude that you used my identity in a fraudulent or illegal manner in Violation of Law and (FEDERAL TRADE COMMISSION (FTC) Policy, yourself or in collusion with a third party or additional parties.

You are bound by law to provide this information upon a request pursuant to FOIA USC 5 section 552 and the Fair Debt Collections Practices Act along with the aforementioned laws

Said Directors, Managers, Supervisors, and Employees in the name of Name of Financial Institution: FLAGSHIP CREDIT ACCEPTANCE allegedly executed a contract with the requester and it is affirmed by requester that they violated the law in their actions of alleging the requester owes them a debt.

[Receiver Name]

[Business Correspondence Address]

City, State Zip

Name of Agent Authorizing Transaction:

Title of Agent:

Date

Bureau/ Agency of the Department

If Needed: Reason based on Internal Policy and or Laws and Statutes for Rejection of Request _____

If you are willing to settle this manner with complete removal of this alleged debt please respond with the appropriate offer and I will hold all parties harmless after complete voiding of the alleged claim

Signature of Agent:

County: _____ State: _____

Sworn and Subscribed before me _____ this [day] _____ [month] _____
[year] _____

Notary Signature _____

Freedom of Information Request For SEC Registration Status & Securitization Inquiry

Name of Financial Institution: FLAGSHIP CREDIT ACCEPTANCE

Name of Trustees, Beneficial Owners etc: FLAGSHIP CREDIT CORP.

Name of CEO Director: Michael Ritter

NOTE: Please be aware that acts under color of authority are against the law and you can be sued in federal court pursuant to Public Volume 17 42nd Congress Stat 13-15 shown as code at USC title 42 section 1983 for Actions under Color of Authority or Fraudulent and or illegal transactions

The purpose of this Freedom of Information request is for the Director(s) of this Financial Institution and Actual Owner Institutions who are under oath and obligation to United States Laws and statute to provide information from their SEC files or from the files of their Parent Company in reference to alleged account number # 630631**** Shani A McCall

This demand is made to satisfy the requester that this Financial entity is operating within the bounds of the law that the Financial entity is subject to and that they have a legitimate claim and interest in respect to the contract-note-security-bond in accordance with all applicable law.

Specifically the Law includes the National Bank Act also known as the National Currency Act The Consumer Credit Protection Act, The Fair Debt Collections Practices Act, The Fair Credit Reporting Act, the Truth in Lending Act and any and all laws applicable to Financial Institutions whether they be federal, state, or contractual (commercial) laws.

I am officially requesting the following:

- 1) Please provide the name of any parent companies that this financial institution is operating in contract with in respect to the claim herein
- 2) Please provide the EIN number and CUSIP number of this company/corporation/financial institution
- 3) Please provide an affidavit stating that you have enforceable payment interest in the contract account #630631**** Shani A McCall based on SEC files including all prospectuses 10-K registrations 8-K registrations and all other SEC documents pertaining to the above mentioned claim
- 4) Please provide documents pertaining to any stock, securities, bonds etc associated with this specific account number.
- 5) Provide an Affidavit Certifying that you did not breach any federal state contractual commercial or official oath or laws in carrying out the alleged contract and associated transactions
- 6) Certify that you did not unlawfully without my consent use my signature to materially alter, falsely endorse, stamp of convert any contract bearing my name or signature, into a security, in order to convert my contract into assets, or gain assets from a third party. You MUST Certify and prove that you are an actual LENDER and that you did not commit any action that would preclude that you used my identity in a fraudulent or illegal manner in Violation of Law and (FEDERAL TRADE COMMISSION (FTC) Policy, yourself or in collusion with a third party or additional parties.

You are bound by law to provide this information upon a request pursuant to FOIA USC 5 section 552 and the Fair Debt Collections Practices Act along with the aforementioned laws

Said Directors, Managers, Supervisors, and Employees in the name of Name of Financial Institution: FLAGSHIP CREDIT ACCEPTANCE allegedly executed a contract with the requester and it is affirmed by requester that they violated the law in their actions of alleging the requester owes them a debt.

[Receiver Name]

[Business Correspondence Address]

City, State Zip

Name of Agent Authorizing Transaction:

Title of Agent:

Date

Bureau/ Agency of the Department

If Needed: Reason based on Internal Policy and or Laws and Statutes for Rejection of

Request

If you are willing to settle this manner with complete removal of this alleged debt please respond with the appropriate offer and I will hold all parties harmless after complete voiding of the alleged claim

Signature of Agent

County _____ State _____

Sworn and Subscribed before me _____ this [day] _____ [month] _____
[year] _____

Notary Signature _____

**INTERROGATIVES Depositions for Disclosure & Discovery
ALLEGED DEBT COLLECTOR/CREDITOR DISCLOSURE STATEMENT
Re "Offer of Performance"**

***This statement and the answers contained herein may be used by the Issuer & Maker, if
necessary, in any court of competent jurisdiction***

Respondent's Interrogatives for Alleged Creditor

Notice: This Debt Collector/Creditor Disclosure Statement is not a substitute for, nor the equivalent of, the hereinabove-requested verification of the record, i.e. "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition" (Black's Law Dictionary, Sixth Edition, 1990), re the alleged debt, and must be completed in accordance with the *Fair Debt Collection Practices Act*, 15 USC § 1692g and the Freedom of Information Act 5 USCA § 552, applicable portions of *Truth in Lending (Regulation Z)*, 12 CFR 226 Contract Disclosure and UCC 1-207, and demands as cited above in Offer of Performance. Debt Collector/Creditor must make all required disclosures clearly and conspicuously in writing re the following:

1. NAME OF ALLEGED DEBT COLLECTOR/CREDITOR:
.....
2. Address of Debt Collector/Creditor:
.....
3. Correct Lawful Name of Living Being, alleged Debtor/Obligor: Shani A McCall Case # 630631****
4. Are you a required to register with the United States Department of Treasury as a financial Institution?
5. Please provide the Documents that certify that you are a financial institution registered with the federal government through the United States Department of Treasury.....
6. Address of alleged Debtor/Obligor:
7. Alleged Account Number: #####.....
8. Alleged debt owed: \$ #####.....
9. Date alleged debt became payable:
10. What is the name and address of the alleged Original Creditor who actually provided funds to the alleged Debtor/Obligor, if different from alleged Debt Collector/Creditor?
.....
11. If Debt Collector/Creditor is different from alleged Original Creditor, does Debt Collector/Creditor have a bona fide affidavit of assignment the signature of the alleged Debtor/Obligor as an assignment for entering into alleged original contract between alleged Original Creditor and alleged Debtor/Obligor?
YES NO
12. Did Debt Collector/Creditor purchase this alleged account from the alleged Original Creditor? YES NO N/A (Not Applicable)
13. Are you the holder of the Original note/contract?
14. Are you the holder in due course of the Original Note and or Contract and if so please provide front and back copies of the original contract and or note
15. If applicable, give the date of purchase of this alleged account from alleged Original Creditor, purchase amount, and a copy of the original transaction:

Date:	Amount:
\$	

16. Did Debt Collector/Creditor purchase this alleged account from a previous debt Collector/Creditor? YES NO N/A
17. If applicable, date of purchase of this alleged account from previous debt Collector/Creditor, purchase amount, and a copy of the original transaction:

Date:	Amount:
	\$.....		

18. Regarding this alleged account, Debt Collector/Creditor is currently the:

(a) Owner; (b) Assignee; (c) Other-explain:

.....

15. What are the terms of the transfer of rights in re this alleged account?

.....

16. If applicable, transfer of rights re this alleged account was executed by the following method:

(a) Assignment; (b) Negotiation; (c) Novation; (d) Other - explain:

.....

17. If the transfer of rights re this alleged account was by assignment, was there consideration? YES NO N/A

18. What is the nature and cause of the consideration cited in #17 above?

.....

.....

19. If the transfer of rights re this alleged account was by negotiation, was the alleged account taken for value?

YES NO N/A

20. What is the nature and cause of any value cited in #19 above?

.....

21. If the transfer of rights re this alleged account was by novation, was consent given by alleged Debtor/Obligor? YES
NO N/A

22. What is the nature and cause of any consent cited in #21 above?

23. Has the alleged Debt Collector/Creditor provided alleged Debtor/Obligor with the requisite *verification* of the alleged debt as required by the *Fair Debt Collection Practices Act*? YES NO

24. Date said verification cited above in #23 was provided alleged Debtor/Obligor with official copy and certification that it was sent to alleged Debtor/Obligor:

25. Was said verification cited above in #23 in the form of a sworn or affirmed oath, affidavit, or deposition?
YES NO

26. Verification cited above in #23 was provided alleged Debtor/Obligor in the form of : OATH AFFIDAVIT DEPOSITON

27. Does Debt Collector/Creditor have knowledge of any claim(s)/Defense(s) re this alleged account? YES NO

28. What is the nature and cause of any claim(s)/defense(s) re this alleged account?

29. Does Debt Collector/Creditor receive Letter of Credit Financing from a major financial institution to run its operational budget?

30. Please Provide the 1096 and 1098 Tax Returns for this account.

31. Please Provide the 1099 OID and the 1099 INT forms for this account.

32. Are you [Alleged Creditor] the payor or the recipient on the 1099 OID forms?

33. Does this account operate as a pooling and servicer agreement?

34. Are you [Alleged Creditor] in this contract serving in the status of a pooler or servicer for the Original Lender?

35. Have you [Alleged Creditor] ever received any benefit from a third party financial institution due to the alleged contract with the alleged obligor?

36. Have you [Alleged Creditor] ever received stocks, bonds, securities or any other commercial items from any third party institutions in respect to the alleged contract with the obligor?

37. Are there any stocks, bonds, or securities attached to the contract between you [Alleged Creditor] and the alleged obligor?

38. If the answer to the former question is yes could you please provide the CUSIP number for the said financial instrument?

39. Is this account connected to any Trust agreements?

40. Please provide the trust account number and the name of the trust and the name of the indentured trustee, who is handling and paying the interest on the certified securities on the Depository Trust Corporation relative to this account.

41. Is this account in any way connected to any financial and or securities fraud?

42. Please provide certified copies of the N-8A registration filed pursuant to section 8A of the Investment Company Act of 1940, the 10 K annual report, the S-3 registration statement and the S-4 prospective filed pursuant to Rule 425 (b) 5 with the Securities and Exchange Commission under section 13 & 15 (d) of the Securities and Exchange Act of 1934 in reference to this account and any certificated or uncertificated stocks, bonds, securities, or other financial instruments associated with this account.

43. Was alleged Debtor/Obligor provided with a loan by Debt Collector/Creditor? YES NO

44. If the alleged Debtor/Obligor was provided with a loan does the Debt Collector/Creditor have proof that assets were provided from the financial institution to the alleged obligor. Please provide certified copies, front and back of all documentary proof.

45. Was alleged Debtor/Obligor sold any products/services by Debt Collector/Creditor? YES NO

46. What is the nature and cause of any products/services cited above in # 29?

.....

.....

47. Does there exist a verifiable, bona fide, original commercial instrument [note or contract] between alleged Debt Collector/Creditor and alleged Debtor/Obligor containing alleged Debtor/Obligor's bona fide signature? YES NO

48. What is the nature and cause of any verifiable commercial instrument cited above in # 31?

.....

.....

49. Does there exist verifiable evidence of an exchange of a benefit or detriment between Debt Collector/Creditor and alleged Debtor/Obligor?

YES NO

50. What is the nature and cause of this evidence of an exchange of a benefit or detriment as cited above in # 33?

.....

.....

51. Have any charge-offs been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

52. Have any insurance claims been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

53. Have any tax write-offs been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

54. Have any tax deductions been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

55. Have any valid judgments been obtained by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

56. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract and was full disclosure of the nature of the contract provided to the alleged obligor?
YES NO

57. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed Legal professional before executing the alleged contract? YES NO

58. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit instrument? YES NO

Debt Collector/Creditor's failure, both intentional and otherwise, in completing/answering points "1" through "58" above and returning this Debt Collector/Creditor Disclosure Statement, as well as providing Maker with the requisite *verification* validating the hereinabove-referenced alleged debt, constitutes Debt Collector/Creditor's tacit agreement that Debt Collector/Creditor has no verifiable, lawful, bona fide claim re the hereinabove-referenced alleged account, and that Debt Collector/Creditor tacitly agrees that Debt Collector/Creditor waives all claims against Maker and indemnifies and holds Maker harmless against any and all costs and fees heretofore and hereafter incurred and related re any and all collection attempts involving the hereinabove—referenced alleged account.

Declaration: The Undersigned hereby declares under penalty of perjury of the laws of this State that the statements made in this Debt Collector/Creditor Disclosure Statement are true and correct in accordance with the Undersigned's best firsthand knowledge and belief.

Date: 4/21/2020 Printed name of Signatory: Shani A McCall

Shani A McCall

Official Title of Signatory

Authorized Signature for Debt Collector/Creditor

Debt Collector/Creditor must timely complete and return this Debt Collector/Creditor Disclosure Statement, along with all required documents referenced in said Debt Collector/Creditor Disclosure Statement. Debt Collector/Creditor's claim will not be considered if any portion of this Debt Collector/Creditor Disclosure Statement is not completed and timely returned with all required documents, which specifically includes the requisite *verification*, made in accordance with law and codified in the *Fair Debt Collection Practices Act* at 15 USC § 1692, Freedom of Information Act 5 USCA § 552 et seq., and which states in relevant part: "A debt Collector/Creditor may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," and "the threat to take any action that cannot legally be taken," all of which are violations of law.

If Debt Collector/Creditor does not respond as required by law, Debt Collector/Creditor's claim will not be considered and Debt Collector/Creditor may be liable for damages for any continued collection efforts, as well as any other injury sustained by Maker of this Document. Please allow thirty (30) days for processing after Respondents receipts of Debt Collector/Creditor's response.



ALERT: DUE TO LIMITED TRANSPORTATION ...



USPS Tracking®

[FAQs >](#)

Track Another Package +

Tracking Number:

[Remove X](#)

70191120000122160573

Your item has been delivered and is available at a
PO Box at 9:36 am on June 19, 2020 in CHADDS
FORD, PA 19317.



 **Delivered**

June 19, 2020 at 9:36 am
Delivered, PO Box
CHADDS FORD, PA 19317

Get Updates 

**Affirmation of Cancellation of Contract By Grantor/Trustor/ Primary Issuer &
Administrative Default Judgment**

**Made to Notary for Failure to Produce Freedom of Information Request & Request for
Affidavit Certifying Affirmation of Statutory Obligation made to
Name of Financial Institution/ State Corporate Entity-Department-Subdivision:**

The purpose of this Affidavit is to certify that a request for a Freedom of Information request was made to the above named Corporate Entity on the date of June 19, 2020 and the Corporate Entity and Fiduciary failed to produce the Freedom of Information request and failed to produce an Affidavit Certifying that they affirm their activities in regards to account # 630631**** Shani A McCall were within the bounds of their Federal, State, contractual, and commercial statutory obligations and oaths of record that they are bound to

In failing to provide such certification the Fiduciary FLAGSHIP CREDIT ACCEPTANCE and all agents have shown bad faith and default in their lawful duty of record to legally verify the alleged Claim as required by law and as stated specifically in their oaths of office which obligate them to follow the laws mentioned within those oaths and applicable Laws.

I Shani A McCall the affiant in this affidavit am officially executing administrative default to be reflected for the record along with color of authority actions based on the following:

- 1) Alleged Claimant failed to produce my original signature in respect to the alleged claim/contract and failed to state for the record who the alleged original claimant was based on the preceding law
- 2) Alleged claimant failed to provide an Affidavit Certifying that as fiduciary(s) for the institution they did not breach any federal state contractual commercial or official oath in carrying out the alleged contract/claim
- 3) Alleged Claimant failed to certify that they did not unlawfully without my consent use my signature to provide to or gain assets from a third party(s) then unlawfully made a claim against me and they failed to substantiate for the record that they did not commit any action that would preclude that they used my identity in a fraudulent or illegal manner or converted my true identity into a fictitious identity in collusion with a third party or additional parties.

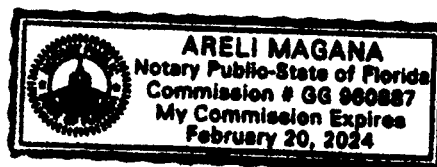
Alleged Claimant was and is bound by law to provide this information upon a request pursuant to FOIA USC 5 section 552 and Failed to.

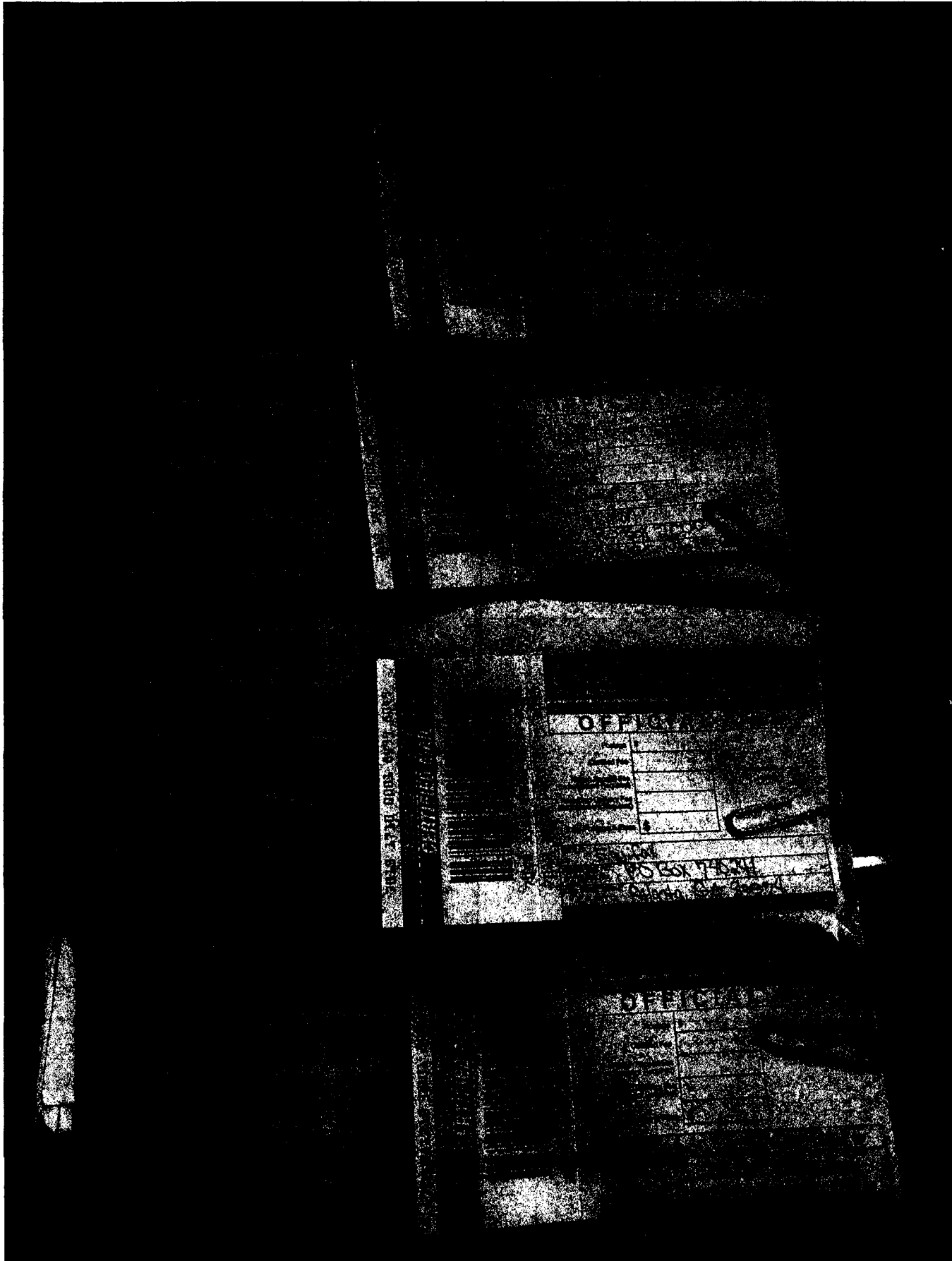
I Shani A McCall the affiant of record testify before this witness who is an officer of the state and a notary public who has the lawful power to take affirmations and attestations of fact from affiants that the above Corporate Entity and its fiduciary agents have participated in fraud along with illegal transactions in respect to their claims, have violated their oaths of Office and thus violated federal law and subsequent state law and commercial statutes that apply.

County Lee State Florida

Sworn and Subscribed before me Shani A McCall this [day] 22nd [month] July
[year] 2020

Notary Signature







FEDERAL TRADE COMMISSION

 FTC Report Number:
120840885

Identity Theft Report

I am a victim of Identity theft. This is my official statement about the crime.

Contact Information

First Name:	Middle Name:	Last Name:
Shani	Adia	Mccall
Address:	Phone:	Email:
3232 Briery Road Keysville, Virginia 23947 USA	434-736-8390	IndigenousIncome@criptext.co m

Personal Statement

I have had the legal documentation and investigations of determining these are fraud and illegal with copies of all documentation being submitted for court record.

Accounts Affected by the Crime

Fraudulent Auto Loan or Lease	
Company or Organization:	FLAGSHIP CREDIT ACCEPTANCE
Date fraud began:	Date that I discovered it:
5 / 2017	6 / 2019

Fraudulent Information on Credit Reports

Accounts or Charges	Yes, fraudulent accounts or charges appear on my credit report
----------------------------	--

FD/NEW AMERICAN FUNDING, USAA SAVING BANK,
FINGERHUT WEBBANK

Under penalty of perjury, I declare this information is true and correct to the best of my knowledge.

I understand that knowingly making any false statements to the government may violate federal, state, or local criminal statutes, and may result in a fine, imprisonment, or both.

K'in W Xi

K'in W Xi

07/23/2020

Date

Use this form to prove to businesses and credit bureaus that you have submitted an FTC Identity Theft Report to law enforcement. Some businesses might request that you also file a report with your local police.

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff Shani Adia McCall
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant Flagship Credit Acceptance
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

RECEIVED
SEP 2 2020

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

- Citizen of This State ☒ 1 PTF ☐ 1 DEF Incorporated or Principal Place of Business In This State ☐ 4 PTF ☒ 4 DEF
Citizen of Another State ☐ 2 PTF ☐ 2 DEF Incorporated and Principal Place of Business In Another State ☐ 5 PTF ☐ 5 DEF
Citizen or Subject of a Foreign Country ☐ 3 PTF ☐ 3 DEF Foreign Nation ☐ 6 PTF ☐ 6 DEF

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORECLOSURE/REALTY	BANKRUPTCY	OTHER
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) TAXES <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input checked="" type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Failure to provide information based on FOIA USC 5 Section 552

Brief description of cause:

Illegality, Contractual Fraud, Defendant Not a Holder of Due Course

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

Court Seal, Release of Title JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING FEE

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MAG INDEX